

THE JUDICIARY, STATE OF HAWAII

TAPE RECORDERS - COURTROOM AUDIO EQUIPMENT

JUD PRICE LIST NO. J97169

JUNE 30, 1997 TO JUNE 30, 1998

PURCHASE ORDERS for tape recorders, microphones, microphone stands, cables, and leaderless cassette tapes listed herein shall be placed with the following vendor:

<u>VENDOR</u>	<u>VENDOR CODE</u>	<u>PHONE/CONTACT</u>
EXECUTIVE COMMUNICATION SYSTEMS 33 So. King St., Suite 130 Honolulu, Hawai'i 96813	101009-00	(808)526-1209 FAX (808)536-8740 Mark Robbins, Pres.

UNIT PRICES

Unit Prices shown in this price list are based on delivery to all Oahu destinations of The Judiciary and include general assessment consultation, installation, instructional training, technical support, one year warranty on parts and labor, and all applicable taxes including 4% General Excise Tax.

PURCHASE ORDERS

Purchase orders should be mailed to the vendor at the address listed. Agencies are advised to retain the Price List from which their equipment is acquired, should future reference to specific terms and conditions be necessary. "Judiciary Price List No. J97169" should be noted on purchase orders issued against this price list.

PAYMENT

Payment should be made per the vendor code provided. Section 103-10, HRS, provides that the Contractor shall be paid no later than thirty calendar days following receipt of the invoice or satisfactory delivery of the goods or performance of the services. The Judiciary will not recognize any requirement established by the Contractor and communicated to The Judiciary which requires payment within a shorter period or interest payment not in conformance with statute.

DOCUMENTATION AND MANUALS

The Contractor shall include operating/instruction manuals for the equipment ordered.

JUD PRICE LIST NO. J97169
6/30/97 to 06/30/98

QUALITY OF PRODUCT

Equipment furnished under these specifications shall be new and shall be of the best quality of its respective kind. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Materials and parts shall also be new, first quality and equal to materials of new equipment.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Fiscal & Support Services Director, it may be considered as non-performance of contract.

PRICE REDUCTIONS

In the event of a general price decline to all customers by the manufacturer prior to date of delivery, the Judiciary shall receive either, the lower price, or if a discount percent was requested in the bid, the discount percent off the lower price. Should the manufacturer increase any price for contracted products, the price to the Judiciary will not be increased by Contractor.

DELIVERY OF EQUIPMENT

The Contractor shall deliver equipment to the Judiciary sites (statewide) within **45** days from the receipt of the purchase order. The Contractor shall contact the person responsible for the order at least 2 days prior to the delivery of the equipment so that the delivery may be coordinated.

"Deliver" means the transportation of all equipment to the site and placement of the equipment at a reasonable location as directed by a representative of the ordering Judiciary agency at no additional cost to the Judiciary.

The Judiciary will be responsible for the site preparation prior to the delivery of the equipment.

SPECIAL INSTALLATION PROVISIONS

1. Work Hours - Upon approval of the ordering agency, Contractor shall schedule work between normal working hours of 8:00 a.m. & 4:00 p.m., Monday through Friday.
2. Notices - The Contractor shall call the Officer-In-Charge and give at least two (2) working days notice before starting any work.
3. Contractor's Operations - The Contractor must employ, insofar as possible, such methods and means of carrying out his work so as not to cause any interruption or interference to the Court operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the courts, the Contractor shall rearrange his schedule of work accordingly. The Contractor shall maintain safe passageway to and from the building for the facility personnel and public at all times.

4. Contractor shall provide general assessment consultation as to the type and number of microphones to install in each new courtroom configuration for the optimal and efficient use of the proposed recording system. Contractor shall be responsible for all costs of labor, tools, equipment and other appurtenances necessary to provide services.

LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the contract that time is of the essence of this Agreement and that any failure on the part of the Contractor, as to any part or parts of the proposal, to satisfactorily perform all work and to complete delivery of any items in his contract within the time that he proposed to make delivery, shall damage the Judiciary, and the amounts of said damages being difficult, if not impossible, of definite ascertainment and proof, said amounts shall be estimated, agreed upon and fixed at the sum of TEN DOLLARS (\$10.00) per day, and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor, and should such payments due be insufficient, Contractor hereby agrees to pay any excess over such payments.

WARRANTY

A MINIMUM One Year Warranty covering parts and labor is provided for the proposed tape recording system and components.

MAINTENANCE PLAN AFTER ONE YEAR WARRANTY PERIOD

Contractor offers annual maintenance/service plan options after the initial warranty period expires. Services to Oahu courtrooms shall be based on an On-Site Maintenance Plan covering all parts and labor, 8 working-hour response time, and one annual cleaning scheduled upon customer request. Exceptions to the response time shall be made, provided that other Judiciary approved arrangements have been made.

Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond its control. However, Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment.

Maintenance and servicing shall be provided during the court's normal business hours. In the event the Judiciary requests the Contractor to perform repairs after normal working hours, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

Operator training will be provided at the time of installation of the system.

Loaners - If repairs to the system cannot be done on-site, Contractor shall provide a loaner unit if no spare Judiciary equipment are available on-site.

Maintenance prices - Prices shall be firm, except allowance for an annual escalation not to exceed 5% of the previous year's prices. Acceptance of any maintenance agreement shall be at The Judiciary's option.

INQUIRIES

This Price List document summarizes some of the terms of the Agreement between The Judiciary and the Contractor. Questions regarding other terms not covered in this Price list document may be directed to Jonathan Wong in the Contract & Purchasing Branch at telephone (808) 538-5805 OR FAX (808) 538-5802.

JEFFREY AGADER
Fiscal & Support Services Director
The Judiciary, State of Hawai'i

TAPE RECORDERS - COURTROOM AUDIO EQUIPMENT

<u>Item</u>	<u>Description/Brand/Model/Requirements</u>	<u>Unit Price</u>
1.	RECORDER, COURTROOM AUDIO CASSETTE, SONY BM 246 <u>Cassette Type</u> - Standard, leaderless, 90-minute, high-grade; <u>Tape Format</u> - 4-Channel recording, 4-Track, able to monitor individual voices or playback independent conversations; <u>Recording Time</u> - 6 hours uninterrupted recording time; <u>Two Recording Speeds</u> - 90 minutes on 90-minute tape, and 180 minutes on 90-minute tape; <u>Fast Forward/Rewind</u> - 140 seconds maximum time; <u>Power Source</u> - 120 volts ac, 60 Hz; or 130 volts, 60 Hz; <u>Decks</u> - Dual deck operation with automatic change over; Dual decks also allow single deck operation and permitting one deck to record and the other to play back. <u>Dual Digital Displays</u> - Large independent displays providing control and monitoring of each deck, including battery back-up; also able to attach optional remote display unit. <u>Microphone Input Jacks</u> - Minimum 8 input jacks (two jacks per channel); <u>Outputs</u> - Built-in speaker, Earphone mini-jacks, and public address connector (phone jack); <u>Playback Speed Control</u> - Able to playback at +50% to - 10% of normal speed; <u>Tape Erase Security</u> - With automatic or with key lock on/off selection providing recorded cassette security; <u>Automatic Gain Control</u> - Ensures proper recording levels; <u>Full Function Transcribing Capability</u> - Built-in system allowing unit to be used as a transcriber. <u>Easy Search Functions</u> - Able to locate tape segment automatically; Also able to return to record end.	<u>\$ 1,924.00</u>
2.	MICROPHONE, Standard Uni-Directional, SONY FBM7/2 Low impedance, matched and balanced for high quality recording on the proposed TAPE RECORDER. Simple release button for easy connections.	<u>\$ 83.20</u>

3. **MICROPHONE, Omni-Directional, for Jury Box, SONY ECM 261** \$ 83.20
Low impedance, matched and balanced for high quality recording on the proposed TAPE RECORDER. Simple release button for easy connections.
4. **CABLE, 10 foot, for Standard Microphone, SONY EC-10XLR** \$ 49.92
Heavy-duty shielded microphone cables to prevent spurious radio frequency interference. Provide optimum recording quality for proposed TAPE RECORDER and MICROPHONES.
5. **CABLE, 25 foot, for Omni-Directional Microphone, SONY EC-25XLR** \$ 49.92
Heavy-duty shielded microphone cables to prevent spurious radio frequency interference. Provide optimum recording quality for proposed TAPE RECORDER and MICROPHONES.
6. **TABLE STAND for Standard Microphone, SONY A25N** \$ 32.24
Heavy-duty metal constructed, balanced and designed for table-top use.
7. **FLOOR STAND for Omni-Directional Microphone, SONY A25N** \$ 98.80
Heavy-duty metal constructed, balanced and designed for free-standing use. To be placed in front of the jury box.
8. **CASSETTE RECORDING TAPE, 90 minutes, Leaderless, SONY DC-90N** \$ 1.71
High grade and leaderless so conversations are not cut off at the beginning of a new tape. Tapes shall be compatible with existing Sony BM 246 or BM 147 brand transcription equipment.
(Minimum quantity of 2,000 units per order may be required.)
9. **MAINTENANCE PLAN AFTER ONE YEAR WARRANTY PERIOD** \$ 175.00/YR
Annual Maintenance Cost for Oahu courtrooms installed with the proposed SONY BM-246 courtroom tape recorder and microphone systems.

VENDOR: EXECUTIVE COMMUNICATION SYSTEMS